

**NOVEMBER 21, 2007**MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

**07 C 6599**

STUDY GROUP USA, INC.,  
successor in interest to BSG USA, Inc.

Case No. \_\_\_\_\_

Plaintiff,

v.

THE CENTER FOR CULTURAL  
INTERCHANGE, INC. and EMANUEL  
KUNTZELMAN, an individual,

JUDGE CONLON  
MAGISTRATE JUDGE COLE

Defendants.

JURY TRIAL DEMANDED

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**COMPLAINT**

Plaintiff Study Group USA, Inc., successor in interest to BSG USA, Inc. (“Study Group”), by its attorneys, Lovells LLP, brings this Complaint against Center for Cultural Interchange, Inc. (“CCI”) and Emanuel Kuntzman (“Kuntzman”) (collectively, “Defendants”). In support of this Complaint, Study Group alleges as follows:

**NATURE OF ACTION**

1. This is an action for breach of contract. Defendants have breached a September 15, 2004 agreement with Study Group. As such, Study Group seeks damages from the Defendants.

**THE PARTIES**

2. Plaintiff Study Group USA, Inc., successor in interest to BSG USA, Inc. (“Study Group”) is a corporation established under the laws of Delaware with its principal place

of business at 330 Seventh Avenue, New York, New York 10001. Study Group is a global leader in international education and training, providing a complete range of educational opportunities for students from over 120 countries.

3. Defendant Center For Cultural Interchange, Inc. ("CCI") is an Illinois not-for-profit corporation with its principal place of business at 17 North Second Avenue, St. Charles, Illinois 60174. CCI operates student exchange programs designed to give secondary school students from countries other than the United States exposure to American life through a range of education, social and cultural experiences.

4. Defendant Emanuel Kuntzelman ("Kuntzelman") is the President of CCI and a resident of the State of Illinois.

#### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 because there is complete diversity of citizenship between Study Group and Defendants and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. Further, this Court has personal jurisdiction over each of the Defendants by virtue of their respective contacts with the State of Illinois.

6. Venue is proper in this district under 28 U.S.C. §1391(a)(1) because Defendants reside in this district.

#### **THE CONTRACT**

7. On September 15, 2004, Study Group and Kuntzelman, both personally and on behalf of CCI, executed an Agreement (the "Contract"). A true and correct copy of the Contract is attached hereto as Exhibit A and is fully incorporated by reference herein.

8. The Contract set forth a schedule for CCI to repay Study Group monies CCI owed Study Group under the terms of a prior agreement.

9. Pursuant to the Contract, CCI and Kuntzelman agreed to pay Study Group the sum of five hundred ninety seven thousand six hundred seventy dollars (\$597,670.00) on the following schedule:

- two hundred seven thousand five hundred dollars (\$207,500.00) on September 15, 2005;
- two hundred seven thousand five hundred dollars (\$207,500.00) on September 15, 2006; and
- one hundred eighty-two thousand six hundred seventy dollars (\$182,670.00) on September 15, 2007.

10. In a September 15, 2004, letter to Deloitte and Touche LLP, Kuntzelman confirmed that CCI owed Study Group the money, and would make repayment to Study Group in accordance with the payment schedule set forth in paragraph 9 above. A true and correct copy of Kuntzelman's September 15, 2004 letter is attached hereto as Exhibit B and is fully incorporated by reference herein.

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11. Although Defendants made the first two payments due under the Contract, they failed, and affirmatively refused, to make the third payment due under the Contract.

12. In accordance with the terms of the Contract, on September 26, 2007, Study Group demanded payment and, failing an agreement to make payment, mediation of the dispute. Defendants ignored Study Group's demand.

13. Study Group fulfilled all of its obligations under the Contract.

**CAUSE OF ACTION**  
**Breach of Contract**

Study Group complains against the Defendants, and each of them, and for a cause of action alleges:

14. Study Group hereby incorporates each and every allegation set forth in Paragraphs 1 through 13 as if fully set forth herein.
15. Study Group and Defendants entered into the Contract on or about September 15, 2004.
16. Defendants materially breached the Contract by failing to pay and refusing to pay Study Group \$182,670.00, which was due on September 15, 2007.
17. Study Group has performed all of its obligations arising under the Contract.
18. Defendants breached the Contract without legal justification or excuse.

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19. Defendants breached the Contract in bad faith, vexatiously, wantonly, and for oppressive reasons.
20. Study Group suffered damages legally caused by Defendants' breach of the Contract.

**REQUEST FOR RELIEF**

**WHEREFORE**, Study Group demands judgment as follows:

1. Money damages (exclusive of interest) in the amount of \$182,670.00;
2. Prejudgment and postjudgment interest on the sum of \$182,670.00, which interest began to accrue on September 15, 2007;
3. Costs of suit and attorneys' fees; and
4. Any other relief that is just and proper in the circumstances.

**JURY DEMAND**

Study Group hereby requests that this cause be submitted to a jury on all claims so triable.

DATED this 21st day of November, 2007

/s/ Alexis A. Hawker  
Counsel for Plaintiff

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